



# 001 Data Processing Clauses

Version 6



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## 1 Data Protection



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These clauses are in addition to our general terms of business which shall also apply to the relationship between us.

Where we refer to **data-protection legislation** we mean:

- (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national laws, regulations and other legislation, as amended or updated from time to time, in the UK; and  
any legislation which replaces the GDPR or the Data Protection Act 1998.

By engaging us to provide the **services** you agree that we can process personal data you provide to us for the purposes of providing the **services** and for our own accounting and administration services. You also agree that you have the consent to such processing from any individual about whom you provide details to us. All personal data is handled in accordance with our privacy notice which is available at <https://www.hubkengroup.com/privacy-notice>

We each agree to comply with all applicable requirements of the **data protection legislation**. These clauses are in addition to, and does not relieve, remove or replace, either our or your obligations under the **data protection legislation**.

We each acknowledge that for the purposes of the **data protection legislation**, you are the **data controller** and we are the **data processor** (where **data controller** and **data processor** have the meanings as defined in the **data protection legislation**). In particular you must ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of this agreement.

We shall, in relation to any personal data processed in connection with the performance of our obligations under our agreement with you:

- (a) process that personal data only on your written instructions unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us to process personal data (**applicable laws**). Where we rely on laws of a member of the European Union or European Union law as the basis for processing personal data, we shall notify you of this before performing the processing required by the **applicable laws** unless those **applicable laws** prohibit us from notifying you;
- (b) ensure we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- (d) assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the data protection legislation with respect to security and breach notifications and with any privacy impact assessments in relation to our services and with consultations with supervisory authorities or regulators;
- (e) notify you on becoming aware of a personal data breach;
- (f) at your written request and to the extent that it is reasonably and technically possible, delete or return personal data and copies thereof to you on termination of our agreement unless required by **applicable law** to store the personal data; and (g) maintain complete and accurate records and information to demonstrate our compliance with this clause;
- (g) We will, at your cost, provide to you such information as you reasonably require to demonstrate our compliance with these terms. We will, at your cost and with prior agreement as to the timing and details,



cooperate with you in any audit of our compliance with these terms which you wish to undertake.

In the event that the United Kingdom has left the European Union and the European Union no longer considers the United Kingdom to have “adequate” protections for personal data then, to the extent that we receive personal data for processing from outside of the United Kingdom, the standard contractual clauses found at <https://tob.hubkengroup.com> shall apply to the transfer of such personal data.

